

CONTINGENCY RECRUITMENT SERVICE AND FEE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____, between **VJC International, LLC.** ("Recruiter" or "we") and _____ ("Client"), (collectively, the "parties").

Services

Recruiter provides search and placement recruitment services, including providing its clients with information concerning applicants whom Client agrees to consider for employment. The applicants we present are located through our reputation, recruiting partners, and effective recruiting tools. Client agrees to keep confidential the identities and related information we present concerning applicants and to use this information solely for the purpose of Client's consideration of these applicants.

Contingency Recruitment

Client understands that we work on a contingency basis. Each order we receive must be balanced against all other orders currently available to us and, because the relationship is nonexclusive, the applicants we contact may be presented to more than one client. The fee for our services is earned if an applicant is hired by Client or any of its affiliates on a permanent, contract or consulting basis at any time within one year of the date the applicant is submitted to Client.

Warranty/Cost

Recruiter does not guarantee the performance of any applicant who may be hired by Client. If the applicant voluntarily leaves or is discharged by the Client within 90 days from the date of employment or commencement of contract work, we will make every effort to find a suitable replacement applicant at no cost, provided that Client has paid our Fee in full in accordance with the net terms of this Agreement. This warranty does not apply if:

- Client does not give Recruiter the exclusive opportunity to replace the applicant within a reasonable length of time.
- The applicant is discharged by Client following a layoff, downsizing or reorganization of the position.
- The applicant is discharged following the Client's involvement in a sale or merger.

Fee

Client agrees to pay Recruiter a fee equal to twenty percent (20%) of the first year's base salary (the "Fee") for each applicant hired by Client. Recruiter agrees that it shall be entitled to a fee, subject to the terms and conditions of this Agreement, only if Recruiter is the procuring cause for Client to hire an applicant.

Terms and Procedure

Client agrees to notify Recruiter as promptly as practicable when it issues an employment offer letter to an applicant and again when the applicant accepts an offer. Client will provide Recruiter by fax copies of the offer letter and written acceptance. Recruiter understands and acknowledges that a job offer by Client is contingent upon a number of additional steps in the employment process including, but not

limited to, background and reference checking. The Fee will be considered fully earned when an offer has been extended and accepted, and Recruiter will issue an invoice at that time. The Fee is payable in full by Client within thirty (30) days of the applicant's starting date.

Agreement Non-Exclusive

Recruiter agrees that this Agreement is non-exclusive and that nothing in this contract shall be interpreted as a restriction on Client's right to procure personnel services from any other vendor or through its own auspices.

Termination

The parties agree that either party may terminate this Agreement, in writing upon 15 days notice, at any time, for any reason. If terminated by Client, Recruiter is entitled to a Fee for any applicant submitted prior to the date of notification and hired within 180 days thereafter.

Governing Law

This Agreement shall be interpreted for all purposes consistent with the laws of the State of Massachusetts.

Entire Agreement

This writing constitutes the entire agreement of the parties with respect to the placement of applicants for employment at Client and may be amended only by a writing signed by Recruiter and Client. This Agreement supersedes any prior agreement between Recruiter and Client, and any prior agreements are null and void.

VJC International, LLC

By: _____

Date: _____

Name: Vijay V. Chetty

Title: President

[Client Name]

By: _____

Date: _____

Name: _____

Title: _____